While the transfer did not impose any obligation on the insurer, nevertheless, if American, with knowledge of the transfer, charged and collected premiums from the corporation, it waived its right to object to the assignment. The corporation, because of the waiver found by the Commission, became an insured under the policy. *Greene v. Spivey,* 236 N.C. 435, 73 S.E. 2d 488; *Pearson v. Pearson, Inc.,* 222 N.C. 69, 21 S.E. 2d 879; *Yoselowitz v. Peoples Bakery, supra; Standard Life & Acc. Ins. Co. v. Bambrick Bros. Const. Co.,* 143 S.W. 845. As said in *Black v. Swetnick,* 120 N.Y.S. 2d 663, "The carrier must be deemed to have intended to insure the enterprise upon whose payroll the premium was based."

American, as compensation insurance carrier for Employer, is obligated for the sums adjudged by the Commission, unless it has, as it asserts, established cancellation of its insurance contract.

Policies issued to employers covering an employer's liability for workmen's compensation insurance must, by express statutory language, G.S. 97-99, conform to a standard approved by the Insurance Commissioner. The statute expressly provides: "No policy form shall be approved unless the same shall provide a 30 day notice of an intention to cancel the same by the carrier to the insured by registered mail or certified mail."

The Commission paramounted the manner of giving notice rather than the fact of notice. It found the notice "was sent by ordinary mail and was either not received by defendant employer or *was misplaced in the office of defendant employer.*" Based on this finding, the Commission concluded: "Neither Great American Insurance Company nor Zurich Insurance Company *gave notice* of an intention to cancel their workmen's compensation policies to defendant employer *by registered mail or certified mail,* as required by law. *Both insurance carriers were, therefore, upon the risk at the time of the injury* * * *."

The statutory requirement of 30 days' notice of intent to cancel was intended to assure an employer sufficient opportunity to procure other insurance. The manner in which notice is given is of secondary importance — it is the fact of notice that is important. If, in fact, Employer had 30 days' notice from American of its intent to terminate its compensation insurance on December 27, 1959, the fact that notice was given by some means other than registered or certified mail would not prevent cancellation.

Because of a misinterpretation by the Industrial Commission of the statutory requirement of 30 days' notice of intent to cancel, it reached the erroneous conclusion that the policy could only be terminated by registered or certified mail. The Commission should have answered this factual question: Did Employer have 30 days' actual notice of Amer-